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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Homeland Security/Florida Domestic Preparedness Program - Grant Agreement

**DEPARTMENT:** Fiscal Services

**DIVISION:** Administration - Fiscal Services

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Jennifer Bero

**EXT:** 7125

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Financial Services in acceptance of \$52,473.00 allocated under the 2007-2010 Homeland Security/Florida Domestic Preparedness - HazMat Response Grant Program.

County-wide

Jennifer Bero, Tad Stone

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**BACKGROUND:**

The Florida Department of Financial Services is administering a portion of the Federal Department of Homeland Security Grant. Through this grant, the Department provides funding for the procurement, maintenance, repair, and replacement of hazardous materials response equipment and supplies provided under adopted Domestic Security strategies. The grant also funds costs associated with HazMat specific domestic security training of County personnel.

The Department wishes to assist with sustaining the County's capabilities to protect citizens and visitors, and to serve as a key emergency response resource should a major terrorism incident strike the Central Florida region. Seminole County's allocation of \$52,473 will help to maintain our level of preparedness for these types of incidents. Funds would be utilized for hazmat sustainment and specialized response training.

To secure the grant funds, the Board must approve and authorize the Chairman to execute an agreement with the Florida Department of Financial Services. A coordinating budget amendment request to allocate the grant funds is being presented in the Budget Division consent section of this agenda.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with the Florida Department of Financial Services in acceptance of \$52,473.00 allocated under the 2007-2010 Homeland Security/Florida Domestic Preparedness - HazMat Response Grant Program.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

Budget Review ( Lisa Spriggs )

County Attorney Review ( Arnold Schneider )

**2007-2010 STATE HOMELAND SECURITY GRANT PROGRAM  
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL  
GOVERNMENT UNIT FUNDING FOR FLORIDA**

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department"), and the Seminole County Board of County Commissioners hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

WHEREAS, Department is a subgrantee of the 2007-2010 Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has determined that it is in need of certain goods and services as described herein;

WHEREAS, Department has the authority to further subaward these funds to Subrecipient;

WHEREAS, Subrecipient, a governmental agency, represents that it has the expertise and ability to faithfully perform such services, and

WHEREAS, Department has authority pursuant to Florida law to disburse the funds under this Agreement,

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Contract Number: 08DS-60-13-00-16- 373. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at [http://www.fldfs.com/sfm/sfm\\_domestic\\_security.htm](http://www.fldfs.com/sfm/sfm_domestic_security.htm) (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A, including all of its subparts, is attached hereto and incorporated herein by reference.

(2) Services and Deliverables. Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

(a) Performance in accordance with "Scope of Work" found at the SFM website and Attachment A1;

(b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;

(c) Purchase equipment specifically identified and approved by the Florida Domestic Security Equipment Committee and identified in projects listed in Attachment A1. Exceptions to

the approved equipment list must be approved in writing by the Equipment Committee prior to purchase. Requests for exceptions should be sent to Department's contract manager listed below. Equipment having a value of \$1,000 or more must have an asset identification number provided by Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds.

(d) In the event the local subrecipient requests the Department to make a purchase(s) related to this contract on their behalf, a request in writing on local entity letterhead shall be submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient' allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local subrecipient.

(3) Delivery Schedule. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis; and

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond.

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan and the Florida Association of Hazardous Materials Responders (FLAHR) typing document, shall be on a continuous basis.

(d) For USAR Task Forces and Type II Technical Rescue Teams, compliance with requirements of a Type I, II or III USAR Task Force or Type II Technical Rescue Team (as applicable), as defined by the Florida Domestic Security Strategy Plan and the Florida Association of Search and Rescue (FASAR) typing document, shall be on a continuous basis.

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit, Subrecipient must complete an annual inventory on the appropriate forms as part of this contract.

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times.

(g) All documents referenced above can be found on the SFM website.

(4) Payment.

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in subparagraph (b) of this paragraph, subject to the availability of funds. If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A2. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than May 30, 2010.

(d) All equipment purchases must be in accordance with the equipment list stipulated by the Florida Domestic Security Equipment Committee, unless specifically approved in writing by the Domestic Security Equipment Committee prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Vendor Rights. Vendors providing goods and services to an agency should be aware of the following time-frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase orders or agreement specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. Department is to approve the invoice in the state financial system within 20 days.

If a payment is not available within 40 days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, please refer to <http://www.dbf.state.fl.us/interest.html>. Interest penalties of less than one dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied.

A Vendor Ombudsman has been established with Department. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment. The Vendor Ombudsman may be reached at (850) 413-5516.

(g) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(h) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes, and shall be submitted in accordance with said section. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(i) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by Department's designated contract manager. Interim payments may be made by Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date has first been accepted in writing by Department's contract manager.

(5) Term and Renewal. This Agreement shall begin upon July 1, 2007, and end on April 30, 2010, or a latter date extended by the SAA, notice of which is provided to Subrecipient by Department in writing.

(6) Agreement Modification. Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(7) Subagreements. If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold Subrecipient, Department, and SAA harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Florida Statutes.

(8) Recordkeeping

(a) As applicable, Subrecipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-

profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow Department or its designee, Chief Financial Officer, and Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Department's designee, Chief Financial Officer, and Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by Department with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after the closing on the transfer of title.

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Department, its employees, and agents. The term "reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) Audit Requirements.

(a) Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) Subrecipient shall also provide Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If Subrecipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A

to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Subrecipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If Subrecipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Subrecipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Subrecipient resources obtained from other than federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Subrecipient directly to Department's contract manager listed below, and each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

and other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, Subrecipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Department's contract manager listed below.

(g) Any reports, management letter, or other information required to be submitted to Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Subrecipient, when submitting financial reporting packages to Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) Reports.

(a) Reports shall be in accordance with Attachments A1 part II.

(b) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(c) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(d) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14 ), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A.

(e) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) Monitoring. Monitoring shall be in accordance with Attachment A1, subpart II.D., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above ), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the contract term to ensure timely completion of all tasks.

(12) Liability.

(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Department or the SAA, but is an independent contractor.

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Department or any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(13) Default. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with Department shall at any time be false or misleading in any respect, or if Subrecipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said material adverse change within 30 days from the time the date written notice is sent by Department;

(c) If any reports required by this Agreement have not been submitted to Department or have been submitted with incorrect, incomplete or insufficient information, or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(14) Remedies. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar days prior written notice to Subrecipient and upon the Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the

United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (16) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

(g) Exercise any other rights or remedies which may be otherwise available under law.

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) Termination.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, Subrecipient will not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the

notification of termination. Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, Subrecipient shall not be relieved of liability to Department by virtue of any breach of Agreement by Subrecipient. Department may, to the extent authorized by law, withhold any payments to Subrecipient for purpose of set-off until such time as the exact amount of damages due Department from Subrecipient is determined.

(16) Notice and Contract Administration.

(a) Department's contract manager is Regina Saueracker, located at 11655 Northwest Gainesville Road, Ocala, Florida 34482-1486.

(b) Subrecipient's contract manager is Michael Johansmeyer located at 150 Bush Blvd., Sanford, Florida 32773

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' contract managers or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different contract managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) Complete Agreement. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) Attachments are as follows:

(a) Attachment A Proposed Program Budget, and its subparts, consisting of:

A1 – Scope of Work;

A2 – Budget Detail Worksheet;

A3 – Program Statutes and Regulations;

A4 – Warranties and Representations;

A5 – Certification Regarding Debarment, suspension, Ineligibility;

A6 – Statement of Assurances, and

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(19) Repayments. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of "Department of Financial Services," and mailed directly to Department at the following address:

Department of Financial Services  
Accounts Receivable  
200 Games Street  
Tallahassee, Florida 32399-0333

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to Department for collection, Subrecipient shall pay to Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Property and Equipment Purchased with Grant Funds. Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient's property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient's property disposal policy, must be returned to Department.

(21) Standard Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Subrecipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Facsimile and electronic signatures may be taken as originals.

(e) Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as

a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery; bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in subparagraph (g)2., of this certification, and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor.

(h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Subrecipient in conjunction with this Agreement.

(i) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by Department.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(k) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(l) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes. A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

(a) No funds or other resources received from Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(23) Copyright, Patent and Trademark.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, Subrecipient shall refer the discovery or invention to Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) Assurances. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A.

(25) Legal Authorization. Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SUBRECIPIENT

DEPARTMENT

By Bob Dallari  
Title Chairman  
Date signed \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date signed \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE, Clerk to the  
Board of County Commissioners  
Seminole County, Florida

As authorized by the Board of County  
Commissioners at their April 14, 2009  
regular meeting.

Approved as to form and legal sufficiency.

\_\_\_\_\_  
County Attorney

**Attachment A**

**Budget and Scope of Work**

**Proposed Program Budget**

Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- ✦ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY2007 Authorized Equipment List (AEL) reference number. The AEL can be found at [www.rkb.mipt.org](http://www.rkb.mipt.org).
- ✦ The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.
- ✦ No more than 3% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issues 05, 09, 16 and 24	Seminole County Board of County Commissioners	Issue 05 – USAR and <u>HazMat</u> Sustainment	\$28,000
		Issue 09 – MARC Unit Sustainment and Maintenance	\$
		Issue 16 – USAR and HazMat Specialized Training	\$24,473
		Issue 24 – HazMat Infrared Spectroscopy	\$
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	\$
<b>Total</b>			<b>\$52,473</b>

## ATTACHMENT A1

### Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management National Preparedness Directorate Fiscal Year 2007 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Categories and Eligible Activities

FY 2007 SHSGP allowable costs are divided into the following categories: **specific issues, planning, training, exercises, equipment acquisition and management and administration costs.** More detail is provided in the "Budget Detail Worksheet" above.

##### A. Specific Issues as described in the Proposed Program Budget

###### Issue 05 – USAR and HazMat Sustainment

This project funds the sustainment effort of 30 Regional HazMat Teams and 7 USAR Task Forces through maintenance of equipment previously purchased.

###### Issue 09 – MARC Unit Sustainment and Maintenance

This project will continue to keep Mutual Aid Radio Cache units in an operational state to be deployed as needed.

###### Issue 16 – USAR and HazMat Specialized Training

This project funds specialized response teams to train members in approved training programs. The funding will allow 30 Regional HazMat Teams and 7 USAR Task Forces to complete critical operational proficiency training.

###### Issue 24 – HazMat Infrared Spectroscopy

This project provides funding for replacement of the 10 units of existing infrared spectroscopy detection equipment that is being made obsolete by its manufacturer. Future maintenance and parts cannot be guaranteed after 2010.

##### B. Planning

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the National Preparedness Goal and Guidance
- Implementing and adopting NIMS
- Modifying existing incident management and Emergency Operating Procedures (EOPs) to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing state and local geospatial data systems
- Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans as well as IED or bombing prevention awareness

Developing related terrorism prevention activities including but not limited to the following:

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
- Citizen Corps volunteer programs and other activities to strengthen citizen participation
- Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign

- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing related critical infrastructure terrorism prevention activities including:

- Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
- Citizen Corps volunteer programs and activities to strengthen citizen participation
- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- Conduct public education campaigns, including promoting individual, family and business emergency preparedness; promoting the Ready campaign; and/or creating State, regional or local emergency preparedness efforts that build on the Ready campaign
- Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
- Cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures
- Developing terrorism prevention/deterrence plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- Developing or updating local or regional communications plans
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP
- Developing or enhancing evacuation plans
- Developing or enhancing citizen surge capacity
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response and recovery activities
- Developing or enhancing Bombing Prevention Plans

Developing or conducting assessments, including but not limited to:

Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans

Conducting cyber risk and vulnerability assessments

Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources

Conduct bombing prevention capability analysis

Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)

Activities which directly support the identification and advance preparation of pre-designated temporary housing sites

### C. Training

Allowable training-related costs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at G&T-sponsored and G&T approved CBRNE and cyber security training courses. The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security, and private security providers. In order to deliver these courses, state and local instructors must be certified to deliver the course by successfully completing G&T train-the-trainer course delivery. Detailed descriptions of G&T courses are included in the *Training and Education Division Course Catalog* at [www.ojp.usdoj.gov/odp/docs/TED\\_Course\\_Catalog2007.pdf](http://www.ojp.usdoj.gov/odp/docs/TED_Course_Catalog2007.pdf)

### D. Exercises

Funds may be used to design, develop, conduct, and evaluate exercises that:

Provide homeland security preparedness personnel and volunteers a venue to practice prevention, protection, response, and recovery activities.

Evaluate prevention and response plans, policy, procedures, and protocols, including NIMS and NRP.

Assess the readiness of jurisdictions to prevent and respond to terrorist attacks.

Encourage coordination with surrounding jurisdictions in prevention, protection, response, and recovery activities.

Implementation of HSEEP, including developing and maintaining a self-sustaining State Homeland Security Exercise and Evaluation Program that is modeled on the national HSEEP.

Exercises conducted with G&T support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at DHS' website at <https://hseep.dhs.gov/>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or [www.lis.gov](http://www.lis.gov).

**Exercise Scenarios.** The scenarios used in SHSGP-funded exercises include catastrophic events, provided that they also build capabilities that relate to terrorism and based on the State or Urban Area Homeland Security Strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their State Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including 12 terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities (See *HSPD-8: National Preparedness* on page 49). Citizen participation in exercises is encouraged to include backfilling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s). If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASf funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to the State following every TTX, drill, FE, and FSE. AAR/IPs must be provided to the State within 30 days following completion of each exercise).

### E. Equipment Acquisition

FY2007 SHSP funds may be used for equipment acquisition from the 21 equipment categories listed in the FY2007 Grants & Training (G&T) Authorized Equipment List (AEL). The FY2007 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at [www.rkb.mipt.org](http://www.rkb.mipt.org). The equipment categories are outlined below and in the FY2007 SHSP Program Guidance.

Authorized equipment includes the following:

- Personal Protective Equipment
- CBRNE Incident Response Vehicles
- Explosive Device Mitigation and Remediation Equipment
- Terrorism Incident Prevention Equipment
- CBRNE Operational and Search and Rescue Equipment
- Physical Security Enhancement Equipment

- Information Technology
- Inspection and Screening Systems
- Cyber Security Enhancement Equipment
- Agricultural Terrorism Prevention, Response and Mitigation Equipment
- Interoperable Communications Equipment
- CBRNE Prevention and Response Watercraft
- Detection Equipment
- CBRNE Aviation Equipment
- Decontamination Equipment
- CBRNE Logistical Support Equipment
- Medical Supplies and Limited Types of Pharmaceuticals
- Intervention Equipment
- Power Equipment
- CBRNE Reference Materials
- Other Authorized Equipment

**F. Management and Administration**

No more than 3% of each subrecipient's total award may be expended on Management and Administration costs.

**Hiring of full-time or part-time staff or contractors/consultants:**

- To assist with the management of the FY2007 SHSGP
- To assist with design, requirements and the implementation of the FY2007 SHSGP
- To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the FY2007 SHSGP

**Hiring of full-time or part-time staff or contractors/consultants and expenses related to:**

- Meeting compliance reporting/data collection requirements, including data calls
- Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls

**Overtime and backfill costs** - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of G&T – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to G&T – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

**Travel expenses**

**Meeting-related expenses** - For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at [www.ojp.usdoj.gov/finguide06/](http://www.ojp.usdoj.gov/finguide06/).

**Acquisition of authorized office equipment, including:**

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel to administer programs within the FY2007 SHSGP

**Unauthorized Expenditures**

- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- General-use computers and related equipment
- General-use vehicles

- Licensing fees
- Weapons systems and ammunition
- Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Recurring Costs

## II. Reporting Requirements

### A. Quarterly Programmatic Reporting

The Quarterly Programmatic Report is due within 15 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient's reporting is current.

#### Programmatic Reporting Schedule

Reporting Period	Report due to Department no later than
January 1 through March 31	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1 through December 31	January 15

#### Programmatic Reporting: Information to Report On

After the end of each reporting period, for the life of the contract, the Department will provide a Biannual Strategy and Implementation Report worksheet to the Subrecipient Point of Contact listed in this contract. This worksheet will contain all of the information that the Subrecipient needs to report on. The Subrecipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the July 1 – September 30, 2008 reporting period.

### B. Reimbursement Requests

The Subrecipient should include the category's corresponding issue number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". An issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

### C. Close-out Programmatic Reporting

The Close-out Report is due to the Department no later than 30 calendar days after the contract is either completed or the contract has expired.

### D. Monitoring

## Florida Department of Financial Services US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Department of Financial Services has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or their designee, to actually observe records, procedures and equipment.

**Frequency of annual monitoring activity:**

Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

**Examples of areas that may be examined include:**

Status of equipment purchases  
Status of training for purchased equipment  
Status and number of response trainings conducted to include number trained  
Status and number of exercises  
Status of planning activity  
Anticipated projected completion  
Specific difficulties completing the project.  
Agency NIMS compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack thereof, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Department determines that a Subrecipient is having difficulty completing projects.

As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

**Site Visits**

Site visits will be conducted by the Department or designee. Site visits will be scheduled in advanced with the Subrecipient contract manager designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to a capability review will be documented and maintained within the Department.

**Site Visit Protocol**

The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

**Site Visit Preparation**

A letter will be sent to Subrecipient's contract manager stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. Department or designated personnel will call within the next 10 calendar days to schedule an appointment to review the Subrecipient's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented. Personnel designated by the Department attending the site visit will review the Subrecipient's documentation before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the Subrecipient's contract manager one business day in advance of the site visit.

#### **Site Visit**

Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

Designated personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (expenditures in excess of \$1,000.00 per item). Some people expense equipment at this level, so I don't think we should use the term "large capital."

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the designated personnel will then conduct an exit conference with the Subrecipient to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Site Visit**

Department personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

### **III. Programmatic Point of Contact**

Contractual and Programmatic Point of Contact

Regina Saueracker  
11655 NW Gainesville Road  
Ocala, FL 34482-1486  
(352) 369-2854  
[Regina.Saueracker@myfloridacfo.com](mailto:Regina.Saueracker@myfloridacfo.com)

### **IV. Contractual Responsibilities**

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

**ATTACHMENT A2**

**The following is the Budget Detail Worksheet detailing the documentation that must accompany any Reimbursement Request and Detail of Claims Form:**

**PLANNING: Please find the corresponding letter to understand what back-up documentation is required - **PLANNING ACTIVITIES ARE NOT WITHIN THE SCOPE OF WORK FOR THIS CONTRACT, THEREFORE ARE NOT AN ALLOWABLE EXPENSE.****

- **A.** For salaries charged, please provide information describing what has been accomplished and provide a copy of the plans once the grant is complete.
- **B.** For materials purchased to conduct a planning activity please submit purchase orders and receipts and/or cancelled checks. For conferences and facilities, please provide documentation describing the purpose of the conference and receipts.
- **C.** For travel, please provide the destination and submit receipts and a sign-in sheet of the conferences each individual attended.
- **D.** When dealing with Outreach and Volunteer programs, please provide a description of the activities conducted and proper documentation to capture those activities.

<b>Allowable Planning Costs</b>
<b>D. Public Education/Outreach</b>
<b>A.</b> Develop and implement homeland security support programs and adopt ongoing DHS national initiatives
<b>A.</b> Develop and enhance plans and protocols
<b>A.</b> Develop or conduct assessments
<b>D.</b> Establish, enhance, or evaluate Citizen Corps-related volunteer programs
<b>A.</b> Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)
<b>B.</b> Conferences to facilitate planning activities
<b>B.</b> Materials required to conduct planning activities
<b>C.</b> Travel/per diem related to planning activities
<b>A.</b> Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.

**MANAGEMENT AND ADMINISTRATION: The following should be submitted:**

- A. For salaries and backfill charged, please provide timesheets or time records to determine the correct amount of hours billed to the grant.
- B. For office equipment purchased, please submit purchase orders and receipts and/or cancelled checks. For meeting related expenses, please provide documentation describing the purpose of the meeting and submit purchase orders, receipts, and/or cancelled checks.
- C. For travel please provide the names of the travelers along with destination and submit receipts.

Allowable Management and Administration Costs
<p><b>A. Hiring of full-time or part-time staff or contractors/consultants:</b></p> <ul style="list-style-type: none"> <li>o To assist with the management of FY-- HSGP.</li> <li>o To assist with design, requirements, and implementation of FY-- HSGP.</li> <li>o To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program.</li> </ul>
<p><b>A. Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</b></p> <ul style="list-style-type: none"> <li>o HSGP application submission management activities and application requirements.</li> <li>o Meeting compliance with reporting/data collection requirements, including data calls.</li> </ul>
<p><b>B. Development of operating plans for information collection and processing necessary to respond to DHS/G&amp;T data calls.</b></p>
<p><b>A. Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&amp;A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>
<p><b>C. Travel expenses</b></p>
<p><b>B. Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/finguide06/">www.ojp.usdoj.gov/finguide06/</a>).</p>
<p><b>B. Acquisition of authorized office equipment</b>, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>
<p><b>B. The following are allowable only within the contract period:</b></p> <ul style="list-style-type: none"> <li>o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.</li> <li>o Leasing and/or renting of space for newly hired personnel to administer programs within FY07 UASI.</li> </ul>

**EXERCISES: The following should be submitted: EXERCISES ARE NOT WITHIN THE SCOPE OF WORK FOR THIS CONTRACT, THEREFORE ARE NOT AN ALLOWABLE EXPENSE**

Allowable Exercise Costs
<p><b>A. C. D. Exercise Planning Workshop</b> - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.</p>
<p><b>B. Full or Part-Time Staff or Contractors/Consultants</b> - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.</p>
<p><b>B. Overtime and backfill costs</b> – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses. Grantees may also use G&amp;T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&amp;T exercises.</p>
<p><b>A. Travel</b> - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i>. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy; they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i>. For further information on federal law pertaining to travel costs, please refer to <a href="http://www.ojp.usdoj.gov/finguide06/">www.ojp.usdoj.gov/finguide06/</a>.</p>
<p><b>A. Supplies</b> - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copy paper, gloves, tape, non-sterile masks, and disposable protective equipment).</p>
<p><b>A. Other Items</b> - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.</p>

**TRAINING: The following should be submitted**

A complete list of G&T approved courses may be found at [www.ojp.usdoj.gov/odp/docs/TED\\_Course\\_Catalog2007.pdf](http://www.ojp.usdoj.gov/odp/docs/TED_Course_Catalog2007.pdf)

- **A.** For all training workshops and conferences make sure name, dates, type and location of training are provided
- **B** All sign-in sheets or rosters along with a description of course details
- **C.** Submit invoices for all costs
- **D.** Requests for backfill and overtime must be accompanied by proof of payment to the payee and timesheets indicating the extra hours worked

**Allowable Training Costs**

**D. Overtime and backfill funding for emergency preparedness and response personnel attending G&T-sponsored and approved training classes.**

Grantees may also use G&T grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in G&T training.

UASI funds may also be used for training citizens in awareness, prevention, protection, response and recovery skills

**A. B. C. Training Workshops and Conferences**

**D. Full or Part-Time Staff or Contractors/Consultants**

**A.Travel**

**C. Supplies**

**EQUIPMENT: The following should be submitted:**

- All Authorized Equipment List ( AEL) numbers must be present per equipment category, the yellow box below details the steps to be taken to get the proper AEL numbers.
- For all equipment purchased, there must be copies of purchase orders, canceled checks, invoices, and receipts for all reimbursable equipment.

**Eligible Equipment Acquisition Costs**

The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: [www.frbudget.org](http://www.frbudget.org)

- Register on the website and login
- Click on "search the AEL"
- Click on "DHS Authorized Equipment List (AEL) – FY2007"
- If you wish to purchase a piece of equipment from any category below, then, in the appropriate space on the Detail of Claims form space given below that category, put the "AEL item number" and "title"

Personal protective equipment

Explosive device mitigation and remediation equipment

CBSNE operational search and rescue equipment

Information technology

Cyber security enhancement equipment

Interoperable communications equipment

Detection Equipment

Decontamination Equipment

Medical supplies and limited pharmaceuticals

Power equipment

CBSNE reference materials

CBSNE incident response vehicles

Terrorism incident prevention equipment
Physical security enforcement equipment
Inspection and Screening systems
Agriculture Terrorism Prevention, Response, and Mitigation Equipment
CBKHA Response Aircraft

**MANAGEMENT AND ADMINISTRATION: The following should be submitted:**

- A. For salaries and backfill charged, provide timesheets or time records to determine the correct amount of hours billed to the grant.
- B. For office equipment purchased, submit purchase orders and receipts and/or cancelled checks. For meeting related expenses, please provide documentation describing the purpose of the meeting and submit purchase orders, receipts, and/or cancelled checks.
- C. For travel provide the names of the travelers along with destination and submit receipts.

<b>Allowable Management and Administration Costs</b>
<p><b>A. Hiring of full-time or part-time staff or contractors/consultants:</b></p> <ul style="list-style-type: none"> <li>o To assist with the management of FY-- HSGP.</li> <li>o To assist with design, requirements, and implementation of FY-- HSGP.</li> <li>o To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program.</li> </ul>
<p><b>A. Hiring of full-time or part-time staff or contractors/consultants and expenses related to:</b></p> <ul style="list-style-type: none"> <li>o HSGP application submission management activities and application requirements.</li> <li>o Meeting compliance with reporting/data collection requirements, including data calls.</li> </ul>
<p><b>B. Development of operating plans for information collection and processing necessary to respond to DHS/G&amp;T data calls.</b></p>
<p><b>A. Overtime and backfill costs</b> – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&amp;A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>
<p><b>C. Travel expenses</b></p>
<p><b>B. Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/finguide06/">www.ojp.usdoj.gov/finguide06/</a>).</p>
<p><b>B. Acquisition of authorized office equipment</b>, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>

**B. The following are allowable only within the contract period:**

- o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- o Leasing and/or renting of space for newly hired personnel to administer programs within FY07 UASI.

## ATTACHMENT A3

### Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR, Part 66, Common rule,
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 21) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 22) 28 CFR applicable to grants and cooperative agreements
- 23) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 24) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 25) Title VI of the Civil Rights Act of 1964, as amended;
- 26) Section 504 of the Rehabilitation Act of 1973, as amended;
- 27) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 28) Title IX of the Education Amendments of 1972;
- 29) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 30) 28 CFR Part 42, Subparts C,D,E, and G
- 31) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 32) Federal Acquisition Regulations 31.2 and 931.2

## ATTACHMENT A4

### *Warranties and Representations*

#### **Financial Management**

Subrecipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

#### Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Subrecipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected when it is in the Subrecipient's interest to do so.

### Codes of conduct.

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

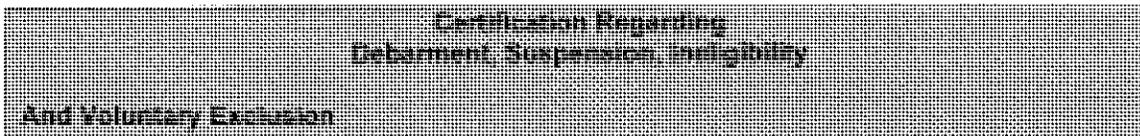
### **Business Hours**

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

### **Licensing and Permitting**

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

ATTACHMENT A5



**Contractor Covered Transactions**

- (1) The prospective contractor of the Subrecipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Subrecipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Department Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## ATTACHMENT A6

### Statement of Assurances

The Subrecipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Subrecipient Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the Department, SAA, , Chief Financial Officer or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that

are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (SUBRECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.